



**REQUEST FOR QUOTE (RFQ)
SUPPLY AND INVESTMENT ANALYSIS OF MOBILE
ALTERNATING CURRENT POWER SYSTEM (MACS)**

SOLICITATION NUMBER: 40727

ISSUE DATE: 8 November 2004

All solicitation questions must be submitted as soon as possible, but no later than 14 days prior to the RFQ closing date.

PERIOD OF PERFORMANCE:

All deliverables on or before 11 March 2005

QUOTES DUE:
(Closing Date)

30 November 2004 by 4:00 pm Eastern Standard Time
Alan.Rumney@mms.gov

Responses to this RFQ, both technical and cost proposals, **shall be via email** to Alan.Rumney@mms.gov **on or before the required due date**. Reference "RFQ #40727 Proposal Submission" in the e-mail title.

The e-mail submission **MUST** be followed up with an original signed hard copy at the address specified for receipt of offers below within 3 business days.

SEND OR HANDCARRY ORIGINAL PROPOSAL TO:

GovWorks / Department of the Interior
MS 2500
381 Elden Street
Herndon, VA 20170
Attn: Alan Rumney (Project #40727)

NOTICE TO OFFERORS

COMPLETION OF SOLICITATION REQUIREMENTS

Ensure that all forms and additional information is completed in their entirety. **Verify calculations before signing the proposal.**

PROMPT PAYMENT DISCOUNT

You are reminded that Block 12 on the SF1449, Solicitation/Contract/Offer for Commercial Items, is to be used to offer prompt payment discounts (payment of invoices in less than the standard payment terms set forth in the Prompt Payment clause.) It is at the Government's discretion if prompt payment discounts are taken.

CONTRACT CLAUSES AND SOLICITATION PROVISIONS

- (a) Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.
- (b) FAR 52.212-1 "Instructions to Offerors -- Commercial Items," FAR 52.212-2 "Evaluation -- Commercial Items," and FAR 52.212-3 "Offeror Representations and Certifications -- Commercial Items" will be physically removed from any resultant award.
- (c) Addendum items are denoted by "addendum" in the clause or provision.

Note to Offerors: The Government intends or reserves the right to evaluate proposals and award a contract without discussions. Therefore, each initial offer should contain the Offeror's best terms from a price and technical standpoint.

CONTRACT TYPE:

Firm-Fixed Price (FFP). The Contractor is required to furnish all supplies that can be identified in advance, both in sufficient detail and quantities, and for which a fair and reasonable price can be obtained. The firm-fixed prices shall include the fully burdened cost for delivering the supplies required by this contract. All supplies in the Statement of Work (SOW) are considered firm-fixed price.

This requirement is being issued by GovWorks under the franchise authority of the Department of the Interior on behalf of the Army – Assistant Chief of Staff for Installation Management (ACSIM) in accordance with FAR Part 12, Acquisition of Commercial Items, and FAR Part 13.5, Test Program for Certain Commercial Items.

STANDARD FORM 1449 (10-95)
Prescribed by GSA - FAR (48 CFR) 53.212

ADDENDUM TO SCHEDULE OF SUPPLIES/SERVICES

1. SCOPE

This is a firm-fixed-price product contract issued under the franchise authority of the Department of the Interior - GovWorks. Under the franchise authority, GovWorks provides acquisition support to other federal agencies.

2. PERIOD OF PERFORMANCE

All supplies will be delivered to the location specified in the SOW on or before 11 March 2004.

3. PLACE OF PERFORMANCE

The specific place of performance will be identified within the SOW.

4. CONTRACT ADMINISTRATION

The following individual will perform contract administration:

Alan Rumney
GovWorks/Department of the Interior
381 Elden Street, MS 2500
Herndon, Virginia 20170-4817

Copies of all correspondence concerning this contract must be provided to the Contracting Officer at the address stated above.

5. INVOICING

Contractor shall submit invoices to the Contracting Officer using one of the means indicated below in accordance with FAR 52.212-4(g) Invoice (see section III of this contract).

Mailing address: GovWorks/Department of the Interior
381 Elden Street, MS 2500
Herndon, Virginia 20170-4817

Email: Invoices@govworks.gov
Fax: 703-787-1387

GovWorks reserves the right to enforce the use and submission of all invoices through the online electronic invoice payment system, GovPay, located at www.GovPay.gov. GovPay is scheduled to be active in Fall 2004.

Addendum to 52.212-4 Contract Terms and Conditions -- Commercial Items**1. FAR 52.228-5 INSURANCE-- WORK ON A GOVERNMENT INSTALLATION JAN 1997**
(IAW FAR 28.310)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

2. INSURANCE AMOUNTS

With respect to Clause 52.228-5 above, the contractor shall acquire and maintain the following amounts of Insurance.

(a) Workman's compensation insurance, or equivalent coverage, as required or prescribed by law, with minimum employer liability limit of \$100,000 for accidental bodily injury or death, or for occupational disease.

(b) Comprehensive general liability with minimum limits of \$500,000 per occurrence.

(c) Automobile liability with minimum limits of \$200,000 per person and \$500,000 per accident or occurrence for bodily injury and \$20,000 per accident or occurrence of property damage.

3. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any written commitment by the Contractor within the scope of this contract shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable under the terms of this contract.

For the purpose of this, a written commitment by the Contractor is limited to the proposal submitted by the Contractor, and to specific written modifications to the proposal. Written commitments by the Contractor are further defined as including: (1) any warranty or representation made by the Contractor in a proposal as to hardware or software performance, total systems performance and other physical, design or functioning characteristics of a hardware or software package or system or installation date, (2) any warranty made by the Contractor concerning the characteristics or items described in (1) above made in any publications or specifications accompanying or referred to in a proposal, and (3) any modification of or affirmation or representation as to the above which is made by the Contractor.

The warranty shall not apply to repair required due to the fault or negligence of the Government; however, in the event of any dispute regarding the fixing of responsibility, the Contractor shall not delay the necessary repair.

4. COMMERCIAL WARRANTY

The Contractor shall provide a commercial warranty on all supplies and equipment furnished in accordance with the requirements in the warranty paragraph of the Statement of Work.

5. WARRANTY EXCLUSIONS AND LIMITATION OF DAMAGES

Except as expressly set forth in writing in this agreement, there are no warranties expressed or implied. In no event will the contractor be liable to the Government for consequential damages as defined in the Uniform Commercial Code, section 2-715. Consequential damages resulting from the seller's breach include:

X Any loss resulting from general or particular requirements and needs of which the seller at the time of contracting had reason to know and which could not be prevented by cover or otherwise; and

X Injury to person or property proximately resulting from any breach of warranty.

6. YEAR 2000 WARRANTY

The Contractor warrants that each product delivered under this contract will be able to accurately process date from, into, and between the 20th and 21st centuries.

**7. FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER JUN 1999
(IAW FAR 4.603(a))**

**8. FAR 52.211-11 LIQUIDATED DAMAGES-SUPPLIES, SERVICES, OR RESEARCH SEPT 2000
AND DEVELOPMENT**

Liquidated Damages-Supplies, Services, or Research and Development (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of **\$100.00** per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

(End of clause)

9. RESERVED

10. RESERVED

11. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB 1998
(IAW FAR 52.107(a))

The full text of a solicitation provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil/vffar1.htm>

12. 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB 1998
(IAW FAR 52.107(b))

The full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil/vffar1.htm>

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUNE 2003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items: 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995)(41 U.S.C. 253g and 10 U.S.C. 2402)
- ☐ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).
- ☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (4)(i) 52.219-5, Very Small Business Set-Aside (JUNE 2003)(Pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ☐ (ii) Alternate I (MAR 1999) of 52.219-5.
- ☐ (iii) Alternate II (JUNE 2003) of 52.219-5.
- ☐ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644)
- ☐ (ii) Alternate I (OCT 1995) of 52.219-6.
- ☐ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644)
- ☐ (ii) Alternate I (OCT 1995) of 52.219-7.
- ☐ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3))
- ☐ (8)(i) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4))
- ☐ (ii) Alternate I (OCT 2001) of 52.219-9.
- ☐ (iii) Alternate II (OCT 2001) of 52.219-5.

- ☐ (9) 52.219-14, Limitation on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14))
- ☐ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ☐ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 13126).
- ☒ (14) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
- ☒ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ☒ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ☒ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ☒ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ☒ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ☐ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962 (c)(3)(A)(ii)).
- ☐ (ii) Alternate I (AUG 2000) of 52.232-9 (42 U.S.C. 6962 (i)(2)(C)).
- ☒ (21) 52.225-1, Buy American Act-Supplies (JUNE 2003) (41 U.S.C. 10a-10d)
- ☐ (22)(i) 52.225-9, Buy American Act-North American Free Trade Agreement-Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note)
- ☐ (ii) Alternate I (MAY 2002) of 52.225-3.
- ☐ (iii) Alternate II (MAY 2002) of 52.225-3.

- ☐ (23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (24) 52.225-13, Restriction on Certain Foreign Purchases (JUNE 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ☐ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- ☐ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849)
- ☐ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☒ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (MAY 1999) (31 U.S.C. 3332) (*Effective 01 Jan, 2004*)
- ☒ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)
- ☐ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332)
- ☐ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)
- ☐ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. 1241 Appx 1241 and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (APR 1984) of 52.247-64

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ☐ (1) 52.222-41, Service Contract Act of 1965, as amended (MAY 1989) (41 U.S.C. 351, *et seq.*).
- ☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

- ☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or to the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be required by the clause--

- (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)) in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793)
- (v) 52.222-41, Service Contract Act of 1965, As Amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).
- (vi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Alternate I (Feb 2000). As prescribed in 12.301(b)(4), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause”.

CONTRACT DOCUMENTS, EXHIBITS AND ATTACHMENTS

The following documents are attached and made part of this contract.

Insert Statements of Work

52.212-2	EVALUATION -- COMMERCIAL ITEMS (IAW FAR 12.301(c))
----------	---

JAN 1999

Evaluation -- Commercial Items (Jan 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors as listed below in paragraph (d) shall be used to evaluate offers.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s). **(NOTE: This clause will apply to optional requirements if applicable. There is not a requirement for Optional Supplies).**

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(d) **Evaluation Criteria For Award** (Addendum).

(1) TECHNICAL EVALUATION FACTORS

Proposals will be reviewed and evaluated in accordance with the evaluation criteria identified in the evaluation paragraph.

SUBMISSION REQUIREMENTS:

Due to the critical schedule for this effort, the due date for responses to this RFQ, both technical and price proposals, **shall be via email** at the addresses specified below, **on or before 4:00pm Eastern Standard Time, Tuesday, November 30, 2004**. Also, the email submission **MUST** be followed up with an original hard copy at the address specified for receipt of offers below within 3 business days. Any "no-bid reply" should include a brief statement as to why you are unable to perform.

Please submit your offers electronically to the following email address:

Alan.Rumney@mms.gov

Original documents should be mailed to the following address:

GovWorks/Department of the Interior
Procurement Operations Branch, MS 2510
381 Elden Street
Herndon, VA 20170
Attn: Alan Rumney, 703-787-1329

TECHNICAL PROPOSAL (Volume 1a)

Offerors shall provide a technical proposal that includes the following three general areas:

Factor A. Management Approach and Technical Capabilities,
Factor B. Personnel Qualifications, and
Factor C. Organizational Experience

- (1) Discussion of the background, objectives, and work requirements of the statement of work as analyzed by the offeror,
- (2) Discussion of proposed methods and techniques for completing each task,
- (3) Discussion which supports how each task will be evaluated for full performance and acceptability of work from the offeror's viewpoint,
- (4) Discussion of any anticipated major difficulties and problem areas, along with potential recommended approaches for their resolution, and
- (5) Discussion on major logistical considerations.

The Offeror shall provide sufficient information to demonstrate their technical ability and describe the methodology proposed to successfully design and fabricate and **achieve maximum performance deliverable** for the Mobile Alternating Current Power System (MACS) as specified in the Statement of Work.

The Offeror must define their management and technical approach that satisfies the requirements defined in this document. Please include a (1) staffing plan and (2) resumes for key personnel and (3) a description of your current personnel resources for this, which addresses their capabilities and experience relating to the attached Statement of Work. At a minimum, this section of the proposal must include:

- Organizational Structure (Org chart and resource headcount required to support environment)
- Identification of roles and specify responsibilities for each role
- Description of management and status reporting approaches – i.e. timelines, progress reports, delivery schedules, Gantt Charts, etc.
- Resumes should be limited to three pages and must include the proposed labor category for the individual.

PAST PERFORMANCE (Factor D) (*Volume 1b*)

- The Offeror shall identify three (3) contracts/task orders with the Federal Government and/or commercial customers that demonstrate recent and relevant past performance. Recent is defined as within the last three years. Relevant is defined as work similar in complexity and magnitude of the work described in this Statement of Work.

Include the following information:

- Project title
- Description of the project
- Contract number
- Contract amount
- Government Agency/Organization
- COTR's name, address, and phone number
- Contracting Officer's name, address, and phone number
- Contract and, if applicable, task order number
- Current status, e.g., completed and/or if in progress, start and estimated completion dates
- Dollar value and type of contract
- Name of company being referenced
- SOW paragraphs that the reference applies to
- Key personnel (please highlight those individuals who worked on the relevant project(s) and are also being proposed for this effort.)
- A brief narrative of why you deem the reference to be relevant to this effort

The Government may also consider information obtained through other sources. Past performance information will be utilized to determine the quality of the contractor's past performance as it relates to the probability of success of the required effort.

PRICING PROPOSAL (Volume 2)

Your cost proposal shall be a **separate volume** from your technical proposal. The cost proposal is to be submitted as a **Firm-Fixed Price quote**.

Price proposals shall include the following:

- 1) A firm-fixed price for each item requested.
- 2) A cost development breakdown detailing how each price was generated.
- 3) All other costs and the reductions or rebates offered.

EVALUATION

Proposals will be reviewed and evaluated in accordance with the evaluation criteria identified below:

The first technical factor, A. Management Approach and Technical Capabilities is the most important factor. Personnel Qualifications (Factor B) and Organizational Experience (Factor C) are of equal importance and when combined are more important than Past Performance. Past

Performance is as important as Price. Sub-factors listed under each factor are of equal importance to each other.

The technical proposal (volume 1a and 1b) will not have a page limitation.

TECHNICAL PROPOSAL (Volume 1a)

A. Management Approach and Technical Capabilities

1. Understanding of the work, including creativity and thoroughness shown in understanding the objectives of the SOW and specific tasks, and planned execution of the project.
2. Evidence of specific methods and techniques for completing each discrete task, to include such items as quality assurance, and customer-service.
3. Ability to address anticipated potential problem areas, and creativity and feasibility of solutions to problems and future integration of new processes and technology enhancements.
4. Degree to which the offerors proposal demonstrates an understanding of logistics, schedule, and any other issues the Government should be aware of.
5. Quality and effectiveness of the allocation of personnel and resources.

B. Personnel Qualifications

1. The currency, quality and depth of experience of individual personnel in working on similar projects. Similar projects must convey similarity in topic, dollar value, workload, duration, and complexity.
2. Quality and depth of education and experience on other projects which may not be similar enough to include in response to B.1. (Immediately above) but may be relevant.
3. The currency, quality and depth of how the Project Director will supervise and coordinate the workforce.

C. Organizational Experience

1. Evidence that the organization has current capabilities; and for assuring performance of this requirement. Evidence of supporting subcontractors, consultants and business partners will be considered.
2. Appropriate mix and balance of education and training of team members.

TECHNICAL PROPOSAL (Volume 1b)

D. Past Performance

1. The organizations history of successful completion of projects; history of producing high-quality reports and other deliverables; history of staying on schedule and within budget.
2. The quality of cooperation (with each other) of key individuals within your organization, and quality of cooperation and performance between your organization and its clients.
3. The organization's specific past performance on prior similar efforts specified within this SOW.

PRICE PROPOSAL (Volume 2)

E. Price/Cost

Technical Factors are significantly more important than cost or price. Selection of the firm to perform this task order will be based on the Government's assessment of the best overall value.

CONTRACT AWARD - BEST VALUE

(i) The Government intends to evaluate proposals and award a contract without discussions with Offerors. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. Therefore, each initial offer should contain the Offeror's best terms from a cost or price and technical standpoint.

(ii) Proposals received in response to this solicitation will be evaluated by the Government pursuant to the Federal Acquisition Regulation (FAR) and this RFQ. Contractor(s) will be selected for award on the basis of the proposal(s) being the most advantageous to the Government, price and other factors considered, the Government reserves the right to make multiple awards as a result of this RFQ.

(iii) Each technical proposal will be evaluated qualitatively and categorized as in relation to the evaluation factors set forth in this solicitation. A finding of *Unacceptable* in one technical factor may result in the entire technical proposal being found to be unacceptable. The Past Performance factor will be evaluated qualitatively and categorized as set forth in the "Evaluation of Past Performance" clause.

(iv) Technical Factors are significantly more important than cost or price.

(v) Prospective Offerors are forewarned that the Government may elect to pay a premium price to select an Offeror whose non-cost/price evaluation factors (e.g., technical and past performance, if included) are superior.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS
(JUNE 2003)

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under any menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS.

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting

contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer identification number (TIN):*

- ☐ TIN: _____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or a foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax exempt);
- ☐ Corporate entity (tax exempt);
- ☐ Government entity (Federal, State or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) *Common Parent.*

- ☐ Offeror is not owned or controlled by a common parent
- ☐ Name and TIN of common parent:
- Name
- TIN

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not, a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not, a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not, a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general

statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not, a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern.* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) *(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs.)* The offeror represents that it ☐ is, ☐ is not, an emerging small business.

(ii) *(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs.)* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
_____ 50 or fewer	_____ \$1 million or less
_____ 51-100	_____ \$1,000,001-\$2 million
_____ 101-250	_____ \$2,000,001-\$3.5 million
_____ 251-500	_____ \$3,500,001-\$5 million
_____ 501-750	_____ \$5,000,001-\$10 million
_____ 751-1,000	_____ \$10,000,001-\$17 million
_____ Over 1,000	_____ Over \$17 million

(9) *(Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)*

(i) *General.* The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(10) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____*]. Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246--*(1) Previous contracts and compliance. The offeror represents that--

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certifications Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352).

(Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

LINE ITEM NUMBER

COUNTRY OF ORIGIN

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) *Buy American Act--North American Free Trade Agreement-Israeli Trade Act Certificate.* (Applies only if FAR clause 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

NAFTA Country or Israeli End Products:

LINE ITEM NUMBER	COUNTRY OF ORIGIN
_____	_____
_____	_____

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act" The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NUMBER	COUNTRY OF ORIGIN
_____	_____
_____	_____

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act--North American Free Trade Agreement-Israeli Trade Act Certificate, Alternate I, May 2002).* If Alternate I to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of this provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade

Agreement-Israeli Trade Act":

Canadian End Products:

LINE ITEM NUMBER

(List as necessary)

(3) *Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate, Alternate II, May 2002*). If Alternate II to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of this provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

Canadian or Israeli End Products:

LINE ITEM NUMBER

COUNTRY OF ORIGIN

(List as necessary)

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

LINE ITEM NUMBER

COUNTRY OF ORIGIN

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principles—

- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (2) Have ☐, have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state, or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offerors; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) ☐ Are, ☐, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 222.1503(b).]

(1) *Listed End Products:*

LISTED END PRODUCT

LISTED COUNTRIES OF ORIGIN

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that

product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

Alternate I (APR 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision. *[The offeror shall check the category in which its ownership falls]:*

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

Alternate II (OCT 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) *Address.* The offeror represents that its address ☐ is, ☐ is not in a region for which a small business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the

address of the small disadvantaged business concern that is participating in the joint venture.